

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
(TEXARKANA DIVISION)**

**GHJ HOLDINGS, LLC**

**Plaintiff**

**v.**

**Butler Creek Corporation and  
Bushnell Inc.,**

**Defendant**

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**CASE NO. 5:11-cv-00060**

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**STIPULATED DISMISSAL WITH PREJUDICE**

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, Plaintiff GHJ Holdings, LLC acting on behalf of itself, the United States of America and the general public, (“GHJ”) and Defendants Butler Creek Corporation and Bushnell Inc.. (“Defendants”) jointly stipulate that GHJ and Defendants, have executed a Settlement Agreement (the “Settlement Agreement”) resolving the claims asserted by GHJ on behalf of itself, the United States of America (“United States”), and the general public, against Defendants in the above-styled matter. GHJ, the United States of America, the general public, and Defendants are jointly referred to herein as the “Parties”.

The Parties further stipulate that any and all claims by GHJ, on behalf of itself, the United States and the general public, regarding Defendants' alleged violation of 35 U.S.C. § 292 by marking, affixing to, or using in advertising in connection with any article, the word "patent" or any word or number importing that the same is patented under the U.S. Patents identified in the pleadings are fully resolved and hereby dismissed with prejudice.

The Parties further stipulate that to the extent that any other claims involving the U.S. Patents identified in the pleadings exist against Defendants, by or on behalf of the United States or the general public, such claims are hereby dismissed with prejudice.

The Parties further stipulate that Defendants and those acting in concert therewith and/or selling products manufactured by Defendants shall have a reasonable period of time to sell all or otherwise dispose of inventory marked with the word "patent" or any word or number importing that the same is patented under the U.S. Patents identified in the pleadings without further liability under 35 U.S.C. § 292.

Each party shall bear its own attorneys' fees and costs.

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Pursuant to the Settlement Agreement, the Parties stipulate that the claims asserted in this action are hereby dismissed with prejudice.

DATED: March 29, 2011

Respectfully submitted,

**GARTEISER LAW GROUP , PC**

By: /s/ Randall T. Garteiser  
Randall T. Garteiser, Esq.

**Attorneys for GHJ Holdings, LLC**

### **CERTIFICATE OF SERVICE**

I, Randall T. Garteiser, am the ECF User whose ID and password are being used to file this document. I hereby certify that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on this day. Pursuant to Fed. R. Civ. P. 5, this document was served March 29, 2011 via U.S. Mail and electronic means to counsel for Defendants that are not receiving this document via CM/ECF.

/s/ Randall T. Garteiser  
Randall T. Garteiser

**UNITED STATES DISTRICT COURT  
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<b>GHJ HOLDINGS, LLC</b>	)	
<b>Plaintiff</b>	)	
<b>v.</b>	)	<b>CASE NO. CASE NO. 5:11-cv-00060</b>
	)	
<b>Butler Creek Corporation and</b>	)	
<b>Bushnell Inc.,</b>	)	
<b>Defendant</b>	)	
	)	
	)	

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**ORDER ON STIPULATED DISMISSAL**

The Court, having considered the Motion for Stipulated Dismissal filed by the Parties herein, finds that the Parties have reached a settlement and that this action should be dismissed with prejudice to re-filing of same.

The Court hereby HOLDS and ORDERS that any and all claims by GHJ Holdings, on behalf of itself, the United States, and the general public, regarding Defendant's alleged violation of 35 U.S.C. § 292 by marking, affixing to or using in advertising in connection with any article, the word "patent" or any word or number importing that the same is patented under the U.S. Patents identified in the plaintiff's pleadings are fully resolved and hereby dismissed with prejudice.

The Court hereby HOLDS and ORDERS that compliance with the terms of the Settlement Agreement between the Parties fully resolves any issue relating to Defendants' marking of products with the word "patent" or any word or number importing that the same is patented under the U.S. Patents identified in the plaintiff's pleadings.

The Court hereby HOLDS and ORDERS that Defendants and those acting in concert therewith and/or selling products manufactured by Defendants shall have a reasonable period of time to sell all or otherwise dispose of inventory marked with the word “patent” or any word or number importing that the same is patented under the U.S. Patents identified in the plaintiff’s pleadings without further liability under 35 U.S.C. § 292.

The Court hereby HOLDS and ORDERS that the claims asserted in this action by GHJ Holdings on behalf of itself, the United States and the general public are hereby dismissed with prejudice.